

Rental Fee

1. The banquet facility rental fee is **\$750.00**. This includes tables, chairs and bar / bartenders.
2. Catering kitchen rental fee is **\$160.00**. Kitchen is insured, inspected and licensed. Obtaining catering is the responsibility of the client. All caterers must be insured and have a certificate of good standing.
3. A signed contract, with payment in full, is required to rent our facility and hold your event date.
4. Additional staff charges may be added per room set up, cleaning or any other specifics and will be discussed prior to contract signing.

Cancellation Policy

Since we remove the facility from our booking schedule, cancelation is as follows:

1. \$200.00 is nonrefundable.
2. Should you cancel more than 6 months prior, this rental / booking fee, minus the \$200 is refundable.
3. Should you cancel less than 3 months prior, 50% of this rental / booking fee is non-refundable.
4. Should you cancel less than 1 month prior, there is no refund for this fee.

Hours of Operation

Facility rental, **8:00am to 12:00am**. Facility rental usage is for the day of event only. Additional hours on the day prior or the day after your event, for set up, can be rented if the facility is not booked at **\$50.00 per hour**.

1. Additional hours will be charged **\$75.00 per hour** if the event and/or cleanup time exceeds 12:00 a.m. or if it exceeds a delegated deadline previously approved by staff.
2. All vendors have 1 hour after the designated deadline to vacate the premises. Arrangements must be made by the **CLIENT** to have all rental equipment picked up and removed from the Facility the same day as the event unless there is prior approval.
3. Geysers on the Terrace is not responsible for any damage or theft of any items left by the **CLIENT** or any guest attending the **CLIENT's** event.

Vendors

All vendors must be approved.

Vendors may have access to the facility prior to the event start time. It is your responsibility to have the vendor contact us as soon as possible. Equipment strike and removal must be completed by 1 hour after the end of your event time. Geysers on The Terrace is not responsible for overnight storage of items left by vendors. Rental usage is for the day of event only. All vendors must supply proof of insurance or sign an insurance waiver (see vendor waiver below), indemnifying RoadGrill, LLC dba Geysers on The Terrace, KLBG Properties and Karl & Lynn Lampe from damages.

NO ALCOHOL consumption is allowed per any vendor, while working an event, within Geysers on The Terrace.

Facility Policy

1. Decorations or signage may not be attached to any surface with nails or any duct tape type tape. Painters tape is permissible. All decor must be approved prior to your event.
2. Balloons are not allowed unless they are secured.
3. Confetti or glitter may not be used! Should you bring glitter or confetti onto the property / building, \$100.00 will be added to your invoice for cleaning purposes!
4. Candles may be used on the tables if they are enclosed in glass and protected from wax drippings. The User may be charged \$60.00/per tablecloth for any damage to due to candle wax. Candles may be placed on the fireplace mantle **ONLY** if they are enclosed in a glass container. Other flammable items such as sparklers, matchbooks, etc. are not permitted within the building.
5. Use of the fireplace is not permitted.
6. No fireworks, as this requires a City of Cody permit and a fireworks specialist. This includes sparklers.
7. Smoking is not permitted inside the building. There is a designated smoking area on the east side of the building.

Unforeseeable Circumstances

The performance of this contract, by either party, is subject to the acts of God, war, terrorism, government regulations, disaster, unauthorized (wild cat strikes) civil disorder, curtailment of transportation facilities, or other emergencies making it impossible/ inadvisable to hold the client's event. If the event is terminated for one or more of the above reasons, all refunds of deposits + fees due Geysers on The Terrace will be negotiated with client.

Damages

The User is responsible for (1) supervision and control of group or individuals to prevent injury and insure safety, before, during and after use of the building, (2) payment of fees and charges, and (3) damage to equipment, property or grounds which occur because of their scheduled activity. Any damages other than normal wear and tear will be charged to the User and may include charges for repair and loss of use, if applicable. These damages will be reported immediately by telephone and follow up letter. The User must be at least 21 years of age, must be present during the event and will be considered the responsible party in case of damage, theft, injury or disturbances during the event. Geysers on The Terrace will not be responsible for loss or theft of articles left in the building.

Conduct + Liability

Geysers on The Terrace is not responsible or liable for any injury to persons or damage to property not caused directly by Geysers on The Terrace or its employees. Personal property brought by Client, Clients' guests or Clients' subcontractors is not the responsibility of Geysers on The Terrace. The Client agrees to and hereby indemnifies and holds harmless Geysers on The Terrace against all claims, liabilities or costs and whether by reason of personal injury, death or property damage out of or connected with the Event caused or contributed by the intentional acts or negligence of the Client, Client's guests or Client's subcontractors.

All minors must have adequate adult supervision; parents will be held responsible for their children.

We reserve the right to refuse service at any time.

Celebrate with Care / Bar Services

- Geysers on The Terrace staff reserves the right to make decisions on continued service of alcoholic beverages.
- All alcohol must be purchased through Geysers on The Terrace. NO other alcohol is permitted. All alcohol must be consumed at the event and will not be allowed to leave the premises. Any other alcohol brought to an event, in which Geysers on The Terrace is providing the bar, will be confiscated.
- Geysers on The Terrace is happy to provide alcohol services for your event anywhere within the State of Wyoming. City or County permits are required and will be added to your bill. Additional bartender hours will be added due to set up and tear down of the bar. This will be portal to portal.
- All alcohol, wine and beer be priced per glass. Glassware will be disposable unless otherwise specified.
- No off sale allowed.
 - Hosted Bar: the contracted party may purchase alcohol for their guests.
 - Cash Bar: all guests purchase their own alcohol.
 - Combination Bar: multiple variations on what is served and who pays. To personalize, ask for details.
- All bars will be staffed with Geysers on The Terrace bartenders, as deemed necessary, 1-2 per 100 guests.
- Tableside service may be arranged and performed by bar / staff; 18 years or older.
- All guests must have a valid ID, if planning to consume alcoholic beverages, including the wedding party. Wrist bands or some age identifier MAY be issued to ALL guests indicating they are 21 or older.
- Any minors drinking alcoholic beverages, both parents and the minor(s) will be asked to leave.
- Any guest caught providing alcohol to any underage guest, will be asked to leave the premises.
- We reserve the right to cease alcohol service to any guest.

Geysers on The Terrace staff will proceed as follows when an alcohol related problem develops:

1. Notify the contact person of the event.
2. Cease serving individual(s).
3. Ask problem individual(s) to leave.
4. Close the bar.
5. Call the police.

Legal Responsibility

Client shall be solely responsible for any theft or damage to the premises or equipment caused by client, client's guests, independent contractors or other agents of client including excessive clean-up incurred because of damages. Client agrees to indemnify and hold harmless KLBG Properties, LLC; RoadGrill, LLC, dba Geysers on The Terrace, for any damage, theft, or loss of property (including, without limitation, equipment, plates, utensils and motor vehicles) occurring at the Event that is caused by persons attending the Event. This includes all rental equipment. In the event of attorneys' fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and cost herein.

CONTRACT

Event _____ Date: _____ Start _____ End _____

Organization / Group Name _____

Contact Person _____ Phone _____

Address _____ email _____

Table set up _____

Other _____

Bar Service _____ Start _____ End _____

Vendors: _____

All vendors must provide proof of insurance or sign a waiver of responsibility.

- **\$750.00** rental for facility, includes tables and chairs
- **\$160.00** Catering kitchen
- Any additional event charges, ie, alcohol sales, broken plates, glasses, discarded silverware will be billed at the conclusion of the event and are due upon receipt of an invoice.

_____int. Booking, Payment and Cancellation Policy has been reviewed and agreed upon.

_____Special set up instructions:

Client shall be solely responsible for any theft or damage to the premises or equipment caused by client, client's guests, independent contractors or other agents of client including excessive clean-up incurred because of damages. Client agrees to indemnify and hold harmless KLBG Properties, LLC; RoadGrill, LLC, dba Geysers on The Terrace, for any damage, theft, or loss of property (including, without limitation, equipment, plates, utensils and motor vehicles) occurring at the Event that is caused by persons attending the Event. This includes all rental equipment.

In the event of attorneys' fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and cost herein.

I have read and agree to the Terms and Conditions applicable to the use of Geysers on The Terrace which are incorporated in the Facility Use Agreement as is set forth herein and I have provided Geysers on The Terrace with applicable fees and deposits to reserve space for my event. I recognize that I am also responsible to ensure that my guests or my organization are aware of and will abide by the terms and conditions surrounding the use of Geysers on The Terrace.

Client _____ Geysers on The Terrace _____ Date _____

Remit payment to:

Geysers on The Terrace 208 N 44th St. Cody, WY 82414
events@geysersontheterrace.com 307 899 5755

Facility Vendor Agreement / Waiver
Geysers on The Terrace
525 West Yellowstone Avenue
Cody, WY 82414
307 899 5755

Vendor Name _____

Event / Client _____

Date: _____ Start time _____ End time _____

Contact Person _____ phone _____

Address _____ email _____

Equipment _____

The Vendor shall be solely responsible for any theft or damage to the premises or equipment caused by the vendor and or his/her employees or partners including excessive clean up incurred during damages. NO ALCOHOL consumption is allowed per any vendor while working an event within Geysers on The Terrace. The Vendor agrees to indemnify and hold harmless RoadGrill, LLC dba Geysers on The Terrace, KLBG Properties, LLC and Karl & Lynn Lampe for any damages, theft or loss of Geysers on The Terrace's property during the event, as well as all damages or claims asserted against Geysers on The Terrace, KLBG Properties, LLC or Karl & Lynn Lampe arising from the Vendor's use of Geysers on The Terrace for the event. This includes all rental equipment.

In the event of attorneys' fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and cost herein.

I have read and agree to the Terms and Conditions applicable to the use of Geysers on The Terrace which are incorporated in this Vendor Agreement / Waiver as if set forth herein and I have provided Geysers on The Terrace with applicable deposits to reserve space for my event. I recognize that I am also responsible to ensure that my employees are aware of and will abide by the terms and conditions surrounding the use of Geysers on The Terrace.

Signature _____ Date _____